

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R6 / 9-02)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary.

2300

1. EDS Number:
A56-6-06-152. Date prepared:
4/5/06**3. CONTRACTS & LEASES**

☒ Professional/Personal Services
☐ Grant
☐ Lease
☐ Attorney
☐ MOU
☐ QPA
☐ Equipment Lease

☐ Contract for Services
☐ Maintenance
☐ License Agreement
☐ Amendment # _____
☐ Renewal # _____
☐ Other (specify) _____

FISCAL INFORMATION4. Account Number:
6420/1046005. Account Name:
Administrative6. Total amount this action:
\$155,3267. New contract total:
\$155,326

8. Revenue generated this action:

9. Revenue generated total contract:

10. New total amount for each fiscal year:

Year _____ \$ _____ Year _____ \$ _____

Year _____ \$ _____ Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS11. From (month, day, year):
4/1/0612. To (month, day, year):
11/30/06

13. Method of source selection:

☐ Negotiated ☒ RFP # _____ #06-2 _____
☐ Bid/Quotation ☐ Emergency ☐ Special Procurement
Other (specify) _____

34. Statutory Authority (Cite applicable Indiana or Federal Codes): **4-6**

35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

The Contractor shall provide materials for and installation of a new structured cabling system.

36. Justification of vendor selection and determination of price reasonableness:

Contractor has expert knowledge, know-how, and resources to provide the services requested by the State and has agreed to provide such services.**Received**
APR 07 2006**IDOA Contracts**

37. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

SIGNATURES

38. Agency fiscal officer or representative approval

39. Date Approved

40. Budget agency approval

41. Date Approved

42. Attorney General's Office approval

43. Date Approved

44. Agency representative receiving from AG

45. Date Approved

CAB **4-18-06**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT ("this Contract") is between the State of Indiana acting by and through the Office of the Indiana Attorney General (hereinafter the "State") and Datacom Connect, Inc. whose address is 6830 Industry Place, Suite H, Indianapolis, IN 46219 (hereinafter "Contractor").

WHEREAS, the State, through the Office of the Attorney General, issued RFP #06-2, a copy of which is attached hereto and incorporated herein as Exhibit A, relating to a new structured cabling system; and

WHEREAS, Contractor having responded to RFP #06-2, has the expertise, know-how and resources to provide the services requested and has been selected by the State to provide such services;

1. Duties of Contractor. Contractor shall perform the duties set forth in Contractor's response to RFP #06-2, attached hereto and incorporated herein as Exhibit B.

2. Consideration. Contractor shall be paid in accordance with the costs set forth in Exhibit B. The Contractor will be paid one hundred twenty-nine thousand four hundred thirty-eight dollars and forty cents (\$129,438.40) in a lump sum upon satisfactory completion of all services. Should any additional service time or additional materials be needed to complete this project, the State must approve these expenditures before installation. Any additional service time required will be paid at the hourly rate of fifty dollars (\$50.00) and any additional materials will be priced as listed in Exhibit C. Total remuneration under this Contract shall not exceed one hundred fifty-five thousand three hundred twenty-six dollars (\$155,326.00).

3. Term. This Contract shall begin on April 1, 2006 and end on November 30, 2006.

4. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this contract. Contractor shall make such materials available at its offices at all reasonable times during the contract period, and for five (5) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment; Successors. Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

6. Audits. Contractor acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

7. Authority to Bind Contractor. Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor designated above and has obtained all necessary or applicable approvals from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

8. Changes in Work. The Contractor shall not commence any additional work or change the scope of work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will

immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Contract and denial of further work with the State.

G. The Contractor hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

- (1) the Contractor and any principals of the Contractor certify that
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations] , or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

11. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

13. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if the Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Debarment and Suspension. The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

16. Disputes. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

A. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be

borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by

the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State will not provide such indemnification to the Contractor.

22. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

23. Information Technology Accessibility. All contractors supplying information technology related products and services to the State of Indiana must comply with all ITOC policies and standards. These policies and standards can be found at http://www.in.gov/itoc/html_site/architecture/poli.html and http://www.in.gov/itoc/html_site/architecture/stan.html. Any deviation from the published standards and policies, must be approved by ITOC and be supported by a written waiver.

The Contractor acknowledges and agrees that all hardware, software, and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

24. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.
- 3) The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

C. The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

25. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, the Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

26. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

27. Minority and Women Business Enterprise Compliance. The Contract agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plan.

28. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

29. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Martin Durand
Office of the Attorney General
302 W. Washington Street, IGCS-5th Floor
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:
Datacom Connect, Inc.
6830 Industry Place, Suite H
Indianapolis, IN 46219

30. Order of Precedence. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) Attachments prepared by the State, (3) RFP #06-2, (4) Contractor's response to RFP #06-2, and (5) Attachments prepared by the Contractor.

31. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of

receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

32. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

33. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

34. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

35. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

36. Taxes. The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

37. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

38. Termination for Default. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

A. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

B. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

39. Travel. Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

40. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

41. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Datacom Connect, Inc.

By: Tim Burr
Printed Name: TIM BURR
Title: PRESIDENT
Date: 3/30/2006

Office of the Attorney General:

By: Larry Hopkins
Printed Name: Larry Hopkins
Title: Chief Administrative Officer
Date: 4/11/06

Department of Administration

By: Earl Goode (for)
Earl Goode
Commissioner
Date: 4-7-06

Indiana Office of Technology

By: Karl B. Browning for
Karl B. Browning
Chief Information Officer
Date: 12-Apr-2006

State Budget Agency

By: Charles Schalliol (for)
Charles Schalliol
Director
Date: 4/13/2006

**Approved as to Form and Legality:
Office of the Attorney General**

By: Stephen Carter (for)
Stephen Carter
Attorney General
Date: 4-18-06

**INDIANA ATTORNEY GENERAL
INFORMATION TECHNOLOGY DIVISION**



**REQUEST FOR PROPOSALS
FOR
STRUCTURED CABLING SYSTEM**

Date of Issuance:	February 10, 2006
Date Proposals Due:	March 10, 2006 12:00 PM EST
RFP #:	RFP-6-02
Contact:	Martin Durand Director of Information Technology Division Office of the Attorney General 302 W. Washington St., IGCS-5th Floor Indianapolis, IN 46204
Fax number:	(317) 232-7979
E-mail:	Martin.Durand@atg.in.gov

RFP-6-02
IT ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

The Office of the Attorney General (OAG) requires a new structured cabling system. It is the intent of the OAG to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation IT, and specifications contained in this document.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

IAC	The Indiana Administrative Code
IC	The Indiana Code
Implementation	The successful installation of a new structured cabling system as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	A response to this RFP.
Respondent	Person or entity making a proposal.
Services	Work to be performed as specified in this RFP.
IT	The Information Technology Division of the Office of the Attorney General.
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

1.3 PURPOSE OF THE RFP

The OAG seeks to contract with a Respondent(s) to provide materials for and installation of a new structured cabling system. The project will require Horizontal Cabling for data applications, modification of cubical furniture, patch cables, and modifications to the existing floor mount equipment rack. Responsibilities are attached and labeled as Attachment A.

1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

IT One -- A description of many factors affecting the proposal process and procedures.

IT Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

IT Three -- A general discussion of the method that will be used by an evaluation team in selecting a Respondent to recommend to State officials with whom to enter contract negotiations.

Attachments -- Details supporting this basic RFP document.

1.5 ISSUING OFFICE

In accordance with Indiana statute, the OAG has issued this RFP. The content has been prepared by the staff of the OAG and others. This RFP is being posted to the State of Indiana website (<http://www.in.gov/idoa/proc>). One copy of this RFP may be provided free of charge. A nominal fee will be charged for providing additional copies.

1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the OAG no later than **12 p.m. Eastern Standard Time on March 10, 2006**. Each Respondent must submit one original (marked "Original") and four (4) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. No more than one proposal per Respondent should be submitted. Each copy of the proposal must follow the format indicated in IT Two of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Martin Durand
Director of Information Technology
Office of the Attorney General
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the OAG after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

Caution to Respondents about shipping/mailling: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the Respondent to make sure that solicitation responses are received by the OAG on or before the designated time and date.

All questions regarding this RFP must be submitted in writing to the above address no later than **12 p.m. Eastern Standard Time on February 24, 2006**. Inquiries may also be submitted via fax (317-232-7979) or email to Martin.Durand@atg.in.gov and must be received by the OAG by the time and date indicated above. Questions submitted after 12 p.m. will not be considered. Following the question due date, OAG personnel will assemble a list of the compiled questions asked by all Respondents. The responses will be distributed to all Respondents. Only answers signed by the Director of the Information Technology Division will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any Respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of OAG. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP.

1.7 PRE-PROPOSAL SITE SURVEY

It is the decision of the State that a pre-proposal site survey will be held on February 20, 2006 at 2:00pm EST.

1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the OAG after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by the OAG. If such addendum issuance is necessary, the OAG reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

1.9 PRICING

The OAG requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date. The OAG requests that a flat standard rate be applied for the proposal as opposed to a variable percentage of securities transactions.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost. Respondents must include all components and an estimated budget that breaks down costs for all services provided.

The OAG recognizes there are certain industry practices for service providers. However, the OAG encourages Respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP and the selection of a service provider.

1.10 DISCUSSION FORMAT

The State reserves the right to conduct discussions, either oral or written, with those Respondents determined by the State to be reasonably viable to being selected for award. If discussions are held, the State may request best and final offers. The OAG will schedule all discussions. Any information gathered through oral discussions should be confirmed in writing.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.

The State reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The State reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the State's best interest to do so and the OAG or designee makes a written determination of that fact. If discussions are reopened, the State may issue an additional request for best and final offers from all Respondents determined by the State to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the State may select for negotiations the offers that are most advantageous to the State, considering price or cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The State retains sole authority to determine whether contact with Respondents is for clarification or discussion.

1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent by appropriate officials of the State, contract negotiations will commence. The contract will be based primarily on the required clauses of the State as indicated in the State contract as appears in Attachment B of this document; secondly, on those required clauses by the Respondent that are acceptable to the State; and, additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the OAG or designee, the IT will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the State of Indiana execute a completed contract or the OAG determines that no acceptable alternative proposal exists.

1.12 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

1.13 TYPE AND TERM OF CONTRACT

The State of Indiana intends to sign a contract with one or more Respondent(s) to provide the services listed in this RFP. Split-bids will be considered.

The term of this contract shall begin April 1, 2006, and end December 31, 2006.

1.14 CONTRACT OBLIGATIONS

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any Respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of the OAG before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials and such relationships must meet with the approval of the State.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

1.16 STATE OF INDIANA OBLIGATIONS

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

The State of Indiana creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of the OAG. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the Respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see IT 1.15) will not be disclosed.

1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the Respondent as a result of the contract resulting from this RFP.

1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before Respondent can do business with the State, the Respondent must be registered with the Indiana Secretary of State. If Respondent does not have such registration at present, the Respondent should contact

Secretary of State of Indiana
Corporation Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary application form. It is each Respondent's responsibility to register prior to the initiation of any contract discussions.

1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5-5-3, the OAG has determined that there is a reasonable expectation of minority and woman business enterprise participation in this contract. Therefore a contract goal of 3% minority business enterprise participation and 4% woman business enterprise participation has been established and all Respondents will be expected to comply with the regulation set forth in 25 IAC 5-5-3.

Compliance with these regulations will be taken into consideration during the evaluation phase of the RFP process.

1.22 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

In accordance with 25 IAC 5 1-8, the Respondent must submit within the proposal a Minority and Women's Business Enterprise participation plan or make an application for waiver from the contract goal. Failure to provide the minority and women's business participation plan or to make an application for waiver of the participation goal at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that the OAG and the Indiana Department of Administration reserve the right to verify all information included on minority and women's business enterprise participation plans and applications for waiver from the contract goal before making final determinations of the Respondent's responsiveness.

Additionally, the plan must show that there are racial minority owned enterprises and women owned enterprises participating in the contract. The participation can be, but is not limited to, a subcontractor or second tier participation with common suppliers such as office supplies, courier services and/or janitorial services. The Respondent submitting an offer must indicate the name of the racial and women owned firms that will participate in the award, a contact name and phone number, the service to be supplied and the specific dollar amount from this contract that will directed toward each firm.

A Respondent can and must submit an application for a waiver if minority and women participation cannot be achieved. However, the Respondent is expected to demonstrate a good faith effort to meet the participation goal of 3% for minority participation and 4% for women owned business participation. A good faith effort consists of documenting the effort that was made to achieve the goal. The same information supplied on the plan must be supplied on a waiver. (See above paragraph) Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration to design a plan to meet established goals. The Minority Business and Women's Enterprise Division's website address is as follows: www.in.gov/idoa/minority.

By submission of the proposal, the Respondent thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority and Women's Business Enterprise Program. Questions involving the regulations governing the minority and women's business enterprise participation plan and the application for waiver from the contract goal should be directed to:

Minority Business and Women's Enterprise Division
Indiana Department of Administration
402 W. Washington St., Room W469
Indianapolis, IN 46204
(317) 232-3061

1.23 RECYCLED PRODUCTS

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP.

1.24 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.25 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered verbatim. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process all Respondents will be informed of the evaluation team's findings, according to the choice of notification they selected in Attachment C.

ACTIVITY	COMPLETION DATE
Respondent site visit	February 20, 2006 @ 2pm EST
Respondent inquiry period ends	February 24, 2006
Final State responses to inquiries	February 27, 2006
Proposal submission date	March 10, 2006
Notice of discussions*	March 11, 2006
Discussions*	March 13, 2006
Request for best and final offers (BAFO)*	March 15, 2006
Receipt of best and final offers*	March 15, 2006
Proposal evaluation completed*	March 24, 2006
Notify selected Respondent	March 27, 2006
Contract negotiations begin*	March 27, 2006
Contract negotiations end*	March 31, 2006
Negotiated contract readied*	March 31, 2006
Contract signed by Respondent*	April 1, 2006
State review begins*	April 1, 2006
Receipt of State approval*	April 14, 2006

** These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least two weeks earlier than the listed date for contract signature.*

IT TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this IT. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific IT titles as listed below.
- The State may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as “optional.”

2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the Respondent’s ability to supply the requested products and services that meet the application requirements defined in IT Three of this RFP. The letter must also contain a statement indicating the Respondent’s willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State’s mandatory contract clauses.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered meets all general conditions including the information requested in IT 2.3.4, must sign the transmittal letter. Such person’s authority to so act must be consistent with the information contained in IT 2.2.1 of this RFP. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address.**

2.2.3 Respondent Notification Request

Attachment C provides Respondents an opportunity to indicate the preferred method of notification of the vendor selection made for this solicitation. Unless otherwise indicated, Respondents will be notified via e-mail. If there is no preference in this regard, Attachment C does not need to be submitted with the Respondent’s proposal and notification will be made by e-mail.

It is the Respondent’s obligation to notify the OAG of any changes in address that may have occurred since the origination of this solicitation. The OAG will not be held responsible for incorrect vendor/contractor addresses.

2.2.4 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as “optional.”

2.3.1 General

This optional portion of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and services requested in this RFP.

2.3.2 Respondent Company Structure

The legal form of the Respondent’s business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this IT. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This IT must include the Respondent's financial statement, such as an income statement or balance sheet, for each of the three most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

2.3.4 Integrity of Company Structure and Financial Reporting

This IT must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The State of Indiana will consider the information offered in this IT to determine the responsibility of the offeror per IC 5-22-16-1(d).

Federal law H.R. 3763, the "Sarbanes Oxley Act of 2002" is NOT directly applicable to this acquisition, however, its goals and objectives were used to develop our mandatory areas of interest.

2.3.5 Facilities and Resources

The Respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of contractor and term of contract
- Conflict of Interest
- Direct Deposit
- Drug-free workplace provision and certification
- Ethics
- Funding Cancellation
- Information Technology Accessibility
- Non-collusion and Acceptance
- Non-discrimination clause
- Property Rights in Products and Copyright Prohibition
- Telephone Privacy Compliance

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a Respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the Respondent's option, be documented in this IT of the Business Proposal. The Respondent's

suggested language will be considered by the State during the contract negotiation process. The State's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written.

Attachment B also includes a number of desirable clauses that the State seeks to include in any contract resulting from this RFP but which it does not consider mandatory. For each of these desirable clauses, the Respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any language required by a Respondent that is unacceptable to the State may lead to the rejection of that Respondent's proposal.

2.3.7 Pricing and Charges

The State requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost.

2.3.8 References

The Respondent should include a list of at least three (3) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the Respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP, a greater weight may be attached to the references in the State's evaluation process.

2.3.9 Registration to do Business

Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in IT 1.20 of this RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this IT of the proposal.

2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This IT shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.11 Subcontractors

The Respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See IT 1.22 and Attachment A for Minority and Women Business information.

2.3.12 Respondent Contract Requirements

This IT is optional. If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this IT. For each clause included in this IT, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the ITs as described below. Every point made in each IT must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced ITs clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

Proposals must be responsive to and contain all of the following information:

2.4.1 General Information

Respondent's legal name, address, email, phone and fax numbers and year established.

Provide a brief history.

Respondent will dedicate at least three (3) staff members to this project.

Respondent demonstrates the ability to manage a selection of staff and subcontractors (if used).

Identify any services that may be subcontracted. Identify subcontractors.

State number of staff members and the range of services offered. Include names and resumes of all individuals who would directly manage the project and the work they currently perform for the Respondent.

2.4.2 Prior Experience

- Demonstrate the ability to identify, collect, sell, and remit proceeds of unclaimed property.
- Demonstrate extensive experience in similar or relevant audit and collection efforts.
- Describe in detail at least two (2) examples of similar projects undertaken. These must be examples of previously completed work.

2.4.3 Financial and References

- Identify three (3) current clients and a minimum of three (3) former clients, including contact names and phone numbers.
- Describe the method of handling accounts.
- Describe the transition process when and if personnel change on the project.
- Provide Respondent's standard fee structure.
- State total billings for the last calendar year.
- Submit a letter of reference from a financial institution.

2.4.4 Additional Information

- Discuss the approach the Respondent will utilize to provide materials for and install a new structured cabling system.

2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan or Waiver (Attachment D) must be included as part of the proposal. Respondents must indicate the name of the racial minority and woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the above mentioned goals (1.21) can not be achieved by directing proceeds from this contract toward racial minority and woman owned enterprises, the Respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to racial minority and/or woman owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

IT THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State of Indiana has selected a group of six (6) state employees to act as the proposal evaluation team. This team will be responsible for evaluating proposals with regard to compliance with RFP requirements and making a final recommendation. All evaluation personnel will use the evaluation criteria stated in IT 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in IT 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the OAG for further action, such as contract negotiations. If, however, the OAG decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the OAG may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name.

3.2.1 Financial Stability (5 percent)

Respondent has been in business for at least five (5) years, has a line of credit of at least \$200,000.00 and is financially stable. Documents required to show financial stability include audited financial statements and reference letter from a financial institution.

3.2.2 Human Resources (10 percent)

Respondent will dedicate at least ten (10) staff members to this project.

3.2.3 Management Ability (5 percent)

Respondent demonstrates the ability to manage a selection of staff and subcontractors (if used).

3.2.4 Qualifications (20 percent)

Respondent demonstrates the ability to provide a new structured cabling system.

3.2.5 Experience and Expertise (20 percent)

Respondent demonstrates experience and expertise in structured cabling systems and provides proficient communication when necessary.

3.2.6 Understanding of Needs (20 percent)

Respondent demonstrates an understanding of the needs of the IT and the OAG as demonstrated in the proposal.

3.2.7 Pricing and Fee Structure (20 percent)

Respondent has a creative fee structure that will result in a contract that is cost-efficient for the State of Indiana.

3.2.8 Minority & Women's Business Participation Plan (pass/fail)

All proposals will be reviewed by members of the OAG. References may be contacted. It is possible that persons participating in the selection process will interview finalists. The Attorney General or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

**RFP-6-02
ATTACHMENT A**

**State of Indiana
2006 Structured Cabling System
Installation and Material Specifications**

**Appendices
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Appendices

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TECHNICAL SPECIFICATIONS

APPENDIX A

Indiana Attorney General's Office Cabling

Project Scope of Work

Contact Information

Indiana Attorney General's Office

Address: 302 W. Washington St., Indiana Government Center South, 5th. Floor, Indianapolis, IN 46203

Martin Durand

(317) 232-6347

martin.durand@atg.in.gov

State of Indiana / Office of Technology

Kye Waltermire, Structured Cabling

(317) 232-5992

kwaltermire@doit.state.in.us

Jim McCormick, Project Manager

(317) 997-0208

mccormik2@aol.com

Scope of Work

Horizontal Cable Required:

Voice =

Data = Category 6e

Connectors Required:

Voice =

Data = Category 6e

Termination:

568A

Certification:

25+ Year Manufacturer's Warranty

Fiber:

N/A

Projected Start Date:

T.B.D.

Completion Date Required:

T.B.D.

Special Requirements:



State of Indiana
Structured Cabling System Installation and Material Specifications

A new structured cabling system is to be installed at the Indiana Attorney General's Office 402 W. Washington St., Indianapolis, IN 46203 (drawings will be provided at site survey). The project will require Horizontal Cabling for Data applications, modification of cubical furniture, patch cables, and modifications to the existing floor mount equipment rack.

- 1.0 Horizontal Cabling will be installed in the building. From each of the ICs a minimum of one (data) cable run Plenum CAT 6, 4 pair Horizontal cable. All wiring shall meet the State of Indiana's Specifications as enumerated in the attached Specification.
 - 1.0.01 All Horizontal Cables will be installed in compliance with the attached specifications and shall be run from the telecommunications outlet to the IC. Contractor must be a certified Belden Panduit Installer. A 25 year manufactures warranty must be provided upon completion of the installation. The vendor must provide and install Belden Data Twist 600e cable.. Blue for Data.
 - 1.0.02 The office area requires a total of 500 (Data) drops. Note: Provide pricing for 500 data drops. Installation of an addition 75 drops may be requested. Additional drops will be billed at the itemized price on vendor quote. A formal Job Change Order will be necessary to request additional cable runs.
 - 1.0.03 The 500 drops include the following. Approximately 170 drops will terminate in cubical furniture. Approximately 330 drops will terminate on wall mounted jacks.
 - 1.0.04 All cubical must be modified to meet CAT 6 requirements. The cubical top cap must be modified for cable routing. Top caps with that do not have "knockouts" must be modified with a Greenlee die type tool. Cutting with tin snips will not be permitted. Vendor must demonstrate method.
 - 1.0.05 Entry into cubicles must be made from wall or column. If access is not available via wall or column into Steel Case cubicles or Steel Case communications poles must be provided by cabling vendor.
 - 1.0.06 Vendor must provide an approved solution to transition between the cubicles and the surface mounted box on the Steel Case cubicles. Vendor has option to use a single gang box with the specified faceplate or demonstrate using a solution that will accommodate Centrex adapters.
 - 1.0.07 Hon cubicles will require the installation of Panduit Panway product. This will include communication poles (when required), horizontal & vertical raceway, spill over fittings, surface boxes, etc.
 - 1.0.08 An itemized Panduit raceway parts list must be provided.
 - 1.0.09 All cubicles will be populated with a single gang faceplate (Panduit Mini-Com Quad CFPSE4**). The faceplate will be populated with (one) Panduit Giga-Channel TX-6 jack (CJ688TP**). The data jack must red in color. All unused positions must be blanked out. The faceplate must accept a Nortel Centrex power adapter.
 - 1.0.10 All material and attachment methods in cubicles must be approved prior to installation.
 - 1.0.11 Wall mounted telecommunications outlets must use flush mounted faceplates.
 - 1.0.12 All wall mounted drops will be terminated in a single gang electrical box requiring a single gang faceplate (Panduit Mini-Com Quad CFPSE4**). The faceplate will be populated with (one) Panduit Giga-Channel TX-6 jack (CJ688TP**). The data jack must red in color. All unused positions must be blanked out. The faceplate must accept a Nortel Centrex power adapter.
 - 1.0.13 The original wall mounted faceplates containing voice and data (Cat 3, Cat5) drops must be moved and terminated on new faceplate. Cat 3 voice must terminate on Panduit CJ881W White



State of Indiana
Structured Cabling System Installation and Material Specifications

- 1.0.14 Mini Com Jack. Cat 3 data must terminate on Panduit CJ88BL Black Mini Com Jack. Cat 5 voice must terminate on Panduit CJ5E88TGIW White Mini Com Jack. Cat 5 data must terminate on Panduit CJ5E88TBL Black Mini Com Jack.
- 1.0.15 All existing reterminated cable runs must be tested and documented. Any existing patch cables or x-connects must be restored. Verify devices are operational.
- 1.0.16 All faceplates must be labeled according to IOT cabling standards. Campus tech will provide numbering standard.
- 1.0.17 The data drops will terminate on a CAT 6 patch panel (Panduit CP48BL) with Panduit Mini Com Modular with Giga-Channel TX-6 jacks in the IC.
- 1.0.18 All copper data patch cables (Panduit TX-6) will be provided by Communications Contractor. (See materials list for specified the number a patch cables and lengths required).
- 1.0.19 General parts list has been provided. Vendor must update and submit provided parts list.
- 1.0.20 Removal of abandon cable will not be required.
- 1.0.21 Contractor must submit pricing structure for cabling adds or deducts. Indiana Attorney General's Office may exercise adding drops during installation phase of project at the itemized quoted price. Contractor must provide approved itemized Job Change Order for additional labor and materials.

2.0 Communication Room Equipment

- 2.0.01 Add communications rack (Chatsworth 66353-503) in ICs CC and CD.
- 2.0.02 12" ladder rack with all mounting hardware in ICs CB, CC, and CD.
- 2.0.03 Add power strip (Great Lakes 7219-3) in ICs CA, CC and CD.
- 2.0.04 Add grounding to all racking material in ICs CB, CC, and CD. Upgrade ground bar to GB10.
- 2.0.05 Add (1) sleeve and fire stop in ICs CC & CD.
- 2.0.06 Use space available in floor mounted 19"x 84" equipment racks in the ICs to mount patch panels, wire managers, etc.
- 2.0.07 Each equipment rack must be equipped with patch panels and cable management (vertical and horizontal). Use Panduit NCMH2 vertical managers and Panduit WMPVHCF45 horizontal managers.
 - 2.0.07.1 IC CA (2) patch panels, (2) vertical managers, (3) horizontal managers
 - 2.0.07.2 IC CB (2) patch panels, (2) vertical managers, (3) horizontal managers
 - 2.0.07.3 IC CC (2) patch panels, (2) vertical managers, (5) horizontal managers
 - 2.0.07.4 IC CD (5) patch panels, (2) vertical managers, (6) horizontal managers
 - 2.0.07.5 IC CE (2) patch panels, (2) vertical managers, (3) horizontal managers
 - 2.0.07.6 IC CF (2) patch panels, (2) vertical managers, (3) horizontal managers

2.1 Installation Schedule

- 2.1.01 Award of bid to be issued March 27, 2006. Start date for cabling will be determined by Attorney General's Office. Estimated start date in April 17, 2006.



State of Indiana
Structured Cabling System Installation and Material Specifications

2.1.02 All work needs to be completed in accordance with the proposed Attorney General's Office schedule.

2.1.03 Final completion and billing must be completed no later than May 31, 2006.

2.2 Post Installation

2.2.01 Vendor must provide complete test results.

2.2.02 Vendor must provide complete "as built" prints. The prints provided may be used to document cabling installation. Three sets of prints are required (Attorney General's Office, IOT, and closet).



TECHNICAL SPECIFICATIONS

APPENDIX B

Building Drawings

(Provided at Site Visit on February 20, 2006 @ 2:00pm EST)

Attorney General's Office (IGCS)

(page 1 of 1)

<u>Item</u>	<u>Scope of Work</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	Cat 6 Single Data 200' ang. Plenum (include	500		
<u>2</u>	labeling & testing)			
<u>3</u>	Rerminate existing Cat 3/5E cable (include testing	330		
<u>4</u>	labeling & x-connects)			
<u>5</u>	Faceplates quad (Centrex Compat.) 3.4.8	500		
<u>6</u>	Surface Box	170		
<u>7</u>	Cat 6 jacks (614 red)	1000		
<u>8</u>	Cat 5e & Cat 3 jacks (330 white, 330 black)	660		
<u>9</u>	Blanks (for faceplates)	1320		
<u>10</u>	Patch cord 6' Cat 5 Lev 7	375		
<u>11</u>	Patch cord 16' Cat 5 Lev 7	250		
<u>12</u>	Patch cord 10' Cat 5 Lev 7	375		
<u>13</u>	48 port Multimax panel	15		
<u>14</u>	Cable management (vertical)	13		
<u>15</u>	Cable management (Horizontal)	23		
<u>16</u>	ladder	2		
<u>17</u>	Ladder bracket	3		
<u>18</u>	Grounding Rack Equipment	6		
<u>19</u>	Metallic Sleeves	2		
<u>20</u>	Fire stopping	2		
<u>21</u>	Power Strip	3		
<u>22</u>	J-bolt kits	6		
<u>23</u>	Communications Poles (Steel Case)			
<u>24</u>				
<u>25</u>				
<u>26</u>	Panduit for furniture 3.12.4.30	170		
<u>27</u>	Labor to Modify Cubes material 3.7			
<u>Log#</u>			<u>Sub Tot</u>	<u>\$0.00</u>
<u>Date:</u>				

RFP-6-02
ATTACHMENT B
SAMPLE PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is between the Office of the Indiana Attorney General (hereinafter the "State") and _____, whose address is _____ (hereinafter "Contractor").

W I T N E S S E T H

WHEREAS, the Attorney General is authorized to _____; and

WHEREAS, the State requires assistance in _____; and

WHEREAS, the Contractor has specialized knowledge and expertise in _____.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed by and between the State and Contractor as follows:

1. Duties of Contractor. Contractor shall perform the duties and provide the services described more fully in Exhibit A, attached hereto and incorporated herein by reference (the "Services").

2. Consideration. Contractor shall be paid _____ per hour. Total remuneration under this Contract shall not exceed _____.

3. Term. The term of this Contract will be from _____ to _____.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits. Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.* and audit guidelines specified by the State.

7. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

8. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

G. The Contractor hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

- (1) the Contractor and any principals of the Contractor certify that
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations] , or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

11. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

13. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if the Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Continuity of Services. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to: (1) Furnish phase-in training, and (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

A. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

B. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension. The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

16. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

17. Disputes. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

A. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a

determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

23. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.

24. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

25. Information Technology Accessibility. All Contractors supplying information technology related products and services to the state of Indiana must comply with all Indiana Technology Oversight Commission policies and standards. These policies and standards can be found at http://www.in.gov/itoc/html_site/architecture/poli.html and http://www.in.gov/itoc/html_site/architecture/stan.html. Any deviation from the published standards and policies must be approved by ITOC and be supported by a written waiver.

The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

26. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

3) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an “all states endorsement” covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B. The Contractor’s insurance coverage must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.
- 3) The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned State representative.
- 4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

C. The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

27. Key Person(s).

A. Both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person to this Contract is _____

28. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, the Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

29. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

30. Minority and Women Business Enterprise Compliance. The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plan.

31. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

32. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
(Include contact name and/or title, name of agency, specific address.)

B. Notices to the Contractor shall be sent to:
(Include contact name and/or title, name of vendor, specific address.)

33. Order of Precedence.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) Attachments prepared by the State, (3) RFP#_____, (4) Contractor's response to RFP#_____, and (5) Attachments prepared by the Contractor.

34. Payments. All payment obligations shall be made in arrears by direct deposit in accordance with Indiana law, in part, IC 4-13-2-20 and state fiscal policies and procedures.

35. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

36. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

37. Renewal Option. This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

38. Security and Privacy of Health Information. The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State including, as required by the final regulations.

39. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

40. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

41. Taxes. The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

42. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

43. Termination for Default. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

A. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

B. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

44. Travel. Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

45. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

46. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The rest of this page is left blank intentionally.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

State of Indiana Agency:

By: _____
Printed Name: _____
Title: _____
Date: _____

**Information Technology Oversight
Commission**

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration

Earl Goode
Commissioner
Date: _____

State Budget Agency

**Approved as to Form and Legality:
Office of the Attorney General**

Charles Schalliol
Director
Date: _____

Stephen Carter
Attorney General
Date: _____

RFP-6-02
ATTACHMENT C
RESPONDENT NOTIFICATION REQUEST

All Respondents to this RFP will be notified, via e-mail, regarding the solicitation selection unless otherwise indicated below.

As a Respondent to this RFP, notification should be (select one option):

_____ Facsimile (provide fax number)

_____ U.S. mail (provide address)

Note: If there is no preference, this attachment does NOT need to be submitted with your proposal and notification will be by e-mail to the address supplied in the solicitation response.

SF4789S (4-97)

APPLICATION FOR MBE/WBE PROGRAM WAIVER

Application for MBE/WBE Program Waiver is hereby submitted for the RFP listed below.

DATE OF APPLICATION ____/____/____

RFP # _____

RFP NAME _____

OFFEROR _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE () _____

Please indicate reason(s) for application below:

____ Unable to locate MBE/WBE engaged in _____

____ Unable to secure competitive price in _____

____ Other (see attached description)

Please indicate MBE/WBE firms contacted below:

<u>MBE/WBE</u>	<u>TYPE OF ATTEMPT</u>	<u>DATE(S) ATTEMPTED</u>	<u>RESULTS</u>
----------------	------------------------	--------------------------	----------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please indicate which firms are MBE and which are WBE
*If additional room is necessary, please attach a separate page

APPLICANTS SIGNATURE_____
DATE

THIS DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL



March 9, 2006

Martin Durand
Director of Information Technology
Office of the Attorney General
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204

RE: Transmittal Letter RFP-6-02

Dear Martin:

Thank you for the opportunity to provide you with this proposal. The following is our Letter of Transmittal for RFP-6-02.

2.2.1 Summary of Ability & Desire to Supply Required Services

- Datacom Connect, Inc. is a full service structured cabling contractor.
- We are very excited about the opportunity to be a part of the Office of the Attorney General structured cabling system upgrade.
- Datacom Connect looks forward to supplying the OAG with a certified state of the art Panduit and Belden cabling solution.
- Datacom Connect takes an extreme amount of pride in our workmanship and customer support and look forward to bringing these qualities to this project.
- Datacom Connect is a local Indiana based business.
- Datacom Connect looks forward to fulfilling the needs of RFP-6-02 as outlined by the document provided.
- As a Panduit Certified Installer, Datacom Connect is eager to assist the OAG in meeting the needs of this project.
- Datacom Connect knows that being a BICSI Corporate member will enhance our ability to meet these needs because of the training provided by the BICSI organization.
- Further Datacom Connect has on staff an RCDD to oversee the project and BICSI Technicians to insure the quality of workmanship in the field.

2.3.6 Required Contract Clauses

Datacom Connect does accept the States mandatory clauses as written. We also accept the attachment B as written.



March 9, 2006

Martin Durand
Director of Information Technology
Office of the Attorney General
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204

RE: Business Proposal RFP-6-02

Dear **Martin**:

Thank you for the opportunity to provide you with this proposal. The following is our Business Proposal for RFP-6-02.

2.3.2 Company Structure

- Datacom Connect, Inc. was incorporated August 3, 2001 in the State of Indiana as a Sub Chapter S Corporation.
- Datacom Connect was formulated to provide premier structured cabling services in the state of Indiana.
- Our focus is on the installation and service of data, voice, fiber optic and video cabling for immerging networks.
- Utilizing copper and fiber optic cable to support these immerging networks.
- Datacom Connect has installed a variety cabling infrastructures in facilities such as K-12 schools, universities, commercial office buildings, industrial facilities and federal government buildings.

The Board of Directors is made of the following:

Tim Burr is the President of the Corporation.
Micah Jackson is the Treasurer of the Corporation.
Lon Manley is the Secretary of the Corporation.

The operational portion of our business is made up of:

Tim Burr who acts as the Operations Manager, Sales and Estimating
Micah Jackson who acts as our Finance Manager and Project Manager
Lon Manley who acts as our Safety Manager and a Project Manager

For further explanation please see the attached Organizational Chart.

2.3.3 Company Financial Information

See attached income statements and balance sheets.

2.3.4 Integrity of Company Structure and Financial Reporting

Micah Jackson the Treasurer of the Corporation has gone through all the financial statements and found them to be true and correct. Garrett and Associates, a CPA firm reviews the corporation's financial information on a quarterly basis.

2.3.5 Facilities and Resources

- Datacom Connect has a 3,000 square foot office and warehouse at 6830 Industry Place Suite H Indianapolis IN 46219. Located just 20 minutes from downtown Indianapolis.
- This facility allows us to stage the necessary tools and materials to support our projects.
- Many times a particular job location may not permit us to store all of our materials at the site, therefore our large warehouse permits further staging as needed.
- We have eight (8) employees and two (2) sub-contractors. The MBE/WBE sub-contractors are providing three (3) additional resources with others available if needed to meet the OAG's timeframe for this project.
- Our management team will include Tim Burr as the purchaser and the project engineer to insure that the quality of the installation is met for both the OAG as well as Datacom Connect. Micah Jackson will act as the coordinator of the MBE/WBE participants and field personnel.
- Tim Burr has twenty years in the field achieving his RCDD status in 2003.
- Micah Jackson has thirteen years in this field and achieved his BICSI Technician in 1997.
- Tim and Micah have both worked for a local contractor and a national publicly traded company in the past.
- Therefore they have experience working on both national roll outs as well as small service contracts.
- Datacom Connect regularly coordinates the efforts of not only their own personnel but that of Sub-contractors to meet the needs of their customers.

2.3.6 Required Contract Clauses

Datacom Connect does accept the States mandatory clauses as written. We also accept the attachment B as written.

2.3.7 Pricing and Charges

The pricing associated with this RFP is a firm proposal that will remain open and in effect for 180 days from March 10, 2006.

2.3.8 References

See attached reference sheet. We look forward to the opportunity to schedule any site visit that could further assist the OAG in their selection process.

2.3.10 Authorizing Document

See attached copy of the corporate resolution.

2.3.11 Sub-Contractors

Phelco, Inc.

P.O. Box 781233

Indianapolis IN 46278

WBE Certified Corporation

Responsibilities of this proposal: Logistical Project Management Support

Total dollar amount \$5,177.54

Top Quality Data, LLC

1802 Dr. Martin Luther King

Suite C

Indianapolis, IN 46202

MBE Certified

Responsibilities as to proposal: Providing additional technicians for the installation

Total dollar amount \$5,000.00

Thank you again for the opportunity to provide you with this information.

Sincerely,



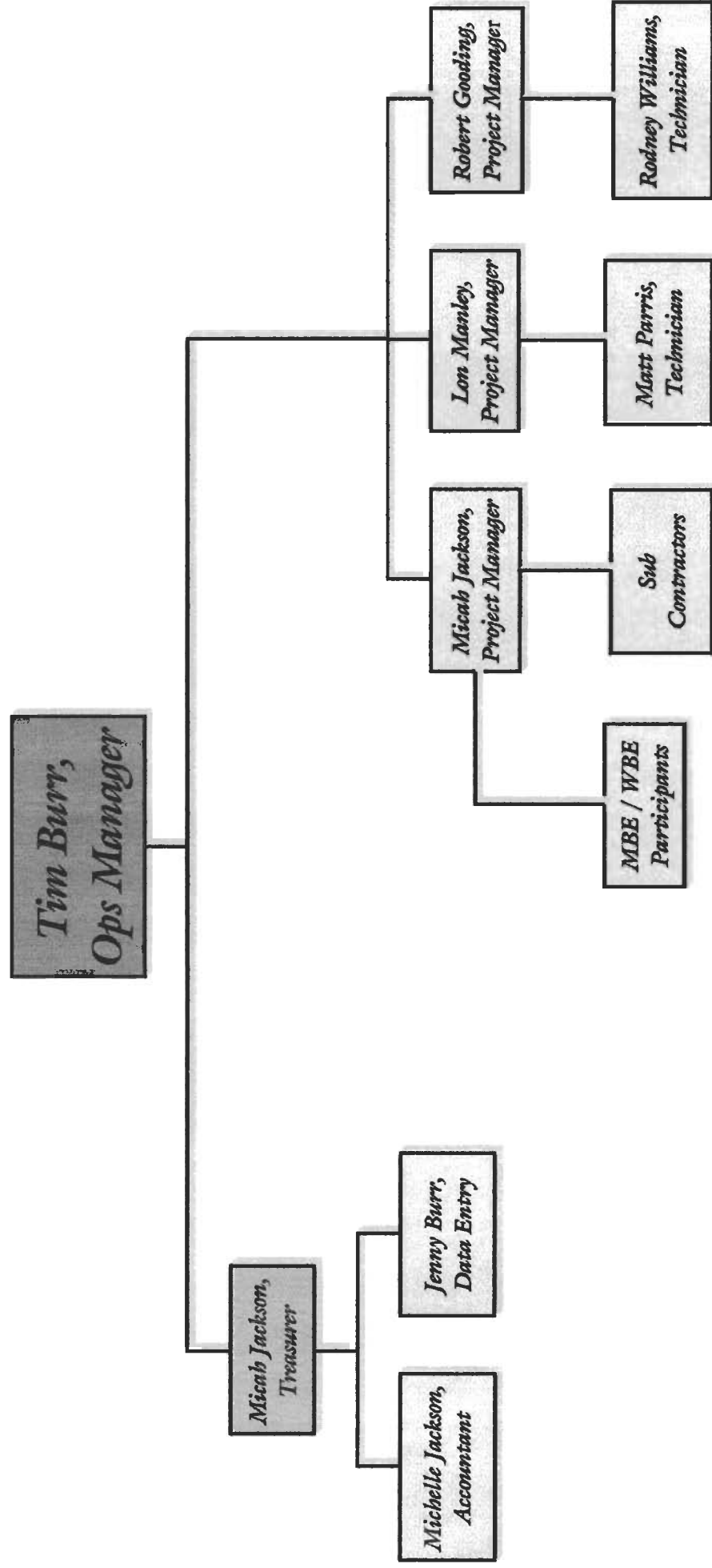
Datacom Connect, INC

Tim Burr, RCDD

Operations Manager

Datacom Connect, Inc.

Organizational Chart





Reference List

Caito Foods

3120 N. Post Road
Indianapolis, IN 46226

Contact: Caleb Garrett

Ph. 317-897-2009 x.247

Job Completed: October 2005

Description:

- Installation of two (2) Berk-Tek LANmark-350 cables to each of the one hundred twenty (120) located throughout their facility.
- Installation of Ortronics Enhanced Category Five products.
- Installation of an Ortronics Mighty-Mo III Rack in the MC/ER and two (2) Hoffman 48" Dual-Hinged Wall-Mount cabinets for the two (2) Telecommunications Cabinets located in their warehouse.
- Installation of a Berk-Tek 6-Strand MM Interlocking Fiber to each of the remote cabinets to act as a data backbone. The fiber was terminated with SC connectors.
- Installation of a 25 pair cable to each of the remote cabinets to act as a voice backbone.

University of Indianapolis

1400 E. Hanna Avenue
Indianapolis, IN 46227

Contact: Robert Jones

Ph. 317-788-3304

Job Completed: August 2005

Description:

- Installation of eight hundred fifty (850) Belden 1501A Enhanced Category Five cables throughout the new section of Esch Hall.
- Installation of Panduit Enhanced Category Five products.
- Installation of two (2) Panduit NetRunner Frames and the associated vertical cable management in each of the four (4) Telecommunications Rooms.
- Installation of a Berk-Tek 6-Strand MM Fiber to each of the four (4) Telecommunications Rooms to act as the data backbone. The fiber was terminated with SC connectors.
- Installation of a 100 Pair cable to each of the four (4) Telecommunications Rooms to act as the voice backbone.

Reference List

Forum Credit Union

11313 USA Parkway

Fishers, IN 46038

Contact: Cameron Piercefield

Ph. 317-558-6223

Job Completed: June 2005

Description:

- Installation of a six hundred (600) stations, each station receiving three (3) Belden 1872A Category Six cables.
- Installation of Panduit Category Six products.
- Installation of Panduit 19" Racks and PatchRunner Vertical Cable Managers in each of the eight (8) Telecommunications Rooms
- Installation of Berk-Tek 12-Strand MM Fiber and 6-strand SM fiber to each of the eight (8) Telecommunications Rooms to act as the data backbone. The fiber was terminated with SC connectors.
- Installation of a variety High Pair count cables to each of the Telecommunications Rooms to act as the voice backbone.

Blessed Theodore Guerin High School

15300 N. Gray Road

Noblesville, IN 46062

Contact: Scott Sandstrom

Ph. 317-814-5994

Job Completed: August 2004

Description:

- Installation of five hundred (500) Belden 1701A Enhanced Category Five cables to locations throughout the facility.
- Installation of Belden 9116 RG/6 Cable for the TV locations.
- Installation of Panduit Enhanced Category Five Products.
- Installation of Panduit NetRunner Frames and the associated vertical cable management in each of the four (4) Telecommunications Rooms.
- Installation of a Berk-Tek 12-Strand MM Fiber to each of the four (4) Telecommunications Rooms to act as the data backbone. The fiber was terminated with SC connectors.
- Installation of a 50 Pair cable to each of the four (4) Telecommunications Rooms to act as the voice backbone.

Republic Service

832 Langsdale Avenue

Indianapolis, IN 46202

Contact: Chris McNelis

Ph. 317-926-5491

Job Completed: September 2003

Description:

Reference List

- Installation of two (2) Berk-Tek LANmark-350 cables to each of the one hundred twenty (120) stations located throughout their facility.
- Installation of Ortronics Enhanced Category Five products.
- Installation of three (3) Ortronics Mighty-Mo III racks in the MC/ER/TR to support the patch panels, horizontal wire management and network equipment.
- Installation of a Berk-Tek 12-Strand MM fiber between their new building and their existing building to connect their two (2) networks together. The fiber was terminated with SC connectors.
- Installation of a High Pair count cable between their new and existing building for voice connections.

Fishers YMCA Facility

9012 E. 126th Street

Fishers, IN 46038

Contact: Jack Morton

Ph. 317-266-9622

Job Completed: May 2003

Description:

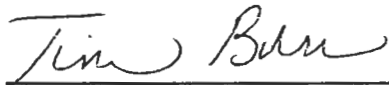
- Installation of two hundred (200) Berk-Tek LANmark-350 cables throughout their facility.
- Installation of Ortronics Enhanced Category Five products.
- Installation of one (1) Ortronics Mighty-Mo III racks in the MC/ER/TR to support the patch panels, horizontal wire management and network equipment.
- Installation of one (1) Chatsworth 48" Swing Gate rack in their front Telecommunications Room.
- Installation of a Berk-Tek 12-Strand MM fiber between the MC/ER and the front Telecommunications Room to act as the data backbone. The fiber was terminated with SC connectors.
- Installation of a 100 pair cable between the MC/ER and the front Telecommunications Room to act as the voice backbone.

*Minutes of the Corporation's Board
of Directors Meeting on
3/8/2006*

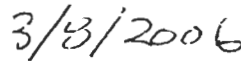
This corporate meeting of Datacom Connect was held at 6830 Industry Place, Suite H, Indianapolis, IN 46219 on the 8th day of March 2006. Tim Burr, Micah Jackson and Lon Manley were present at the said meeting.

Tim Burr the Chairman of the meeting informed the Board of Directors that a proposal was being submitted by Datacom Connect to the Office of the Attorney General. It was unanimously approved that Tim Burr is legally authorized by the organization to commit the organization contractually.

Attendees



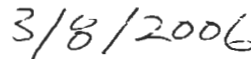
Tim Burr, President



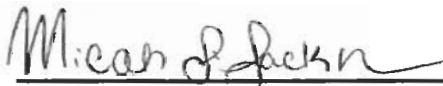
Date



Lon Manley, Secretary



Date



Micah Jackson, Treasurer



Date



March 9, 2006

Martin Durand
Director of Information Technology
Office of the Attorney General
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204

RE: Technical Proposal RFP-6-02

Dear Martin:

Thank you for the opportunity to provide you with this Technical Proposal for the enhancement of your structured cable plant per the listed above RFP.

2.4.1 General Information

- **Legal Name:** Datacom Connect, INC.
- **Address:** 6830 Industry Place, Suite H, Indianapolis, IN 46219
- **Email:** tim.burr@datacomconnect.com
- **Phone:** 317-291-4000
- **Fax:** 317-291-4040
- **Year Established:** 2001
- Datacom Connect was established in August 2001 with just three (3) employees. We have experienced steady growth over the last five years allowing us to increase our workforce to eight (8) employees.
- Datacom Connect looks with keen anticipation to manage not only our workforce but that of our MBE/WBE participants in an effort to exceed the expectations of the OAG.
- Phelco, a WBE corporation will be assisting in the management of personnel and the documentation needed to complete this project.
- Top Quality Data, a MBE corporation will assist in installing the structured cable plant.
- Datacom Connect has a staff of eight (8) members that will all assist in the execution and management of the project. Procurement and staging of materials to meet the project schedule. Installation and technical expertise of the executed work to meet the OAG's needs. Documentation, organization of test data and as-builts for the project.
- Our management team will include Tim Burr as the purchaser and the project engineer to insure that the quality of the installation is met for both the OAG as well as Datacom Connect. Micah Jackson will act as the coordinator of the MBE/WBE participants and field personnel.

2.4.2 Prior Experience

Forum Credit Union

Description:

- Installation of a six hundred (600) stations, each station receiving three (3) Belden 1872A Category Six cables.
- Installation of Panduit Category Six products.
- Installation of Panduit 19" Racks and PatchRunner Vertical Cable Managers in each of the eight (8) Telecommunications Rooms
- Installation of Berk-Tek 12-Strand MM Fiber and 6-strand SM fiber to each of the eight (8) Telecommunications Rooms to act as the data backbone. The fiber was terminated with SC connectors.
- Installation of a variety High Pair count cables to each of the Telecommunications Rooms to act as the voice backbone.

University of Indianapolis

Description:

- Installation of eight hundred fifty (850) Belden 1501A Enhanced Category Five cables throughout the new section of Esch Hall.
- Installation of Panduit Enhanced Category Five products.
- Installation of two (2) Panduit NetRunner Frames and the associated vertical cable management in each of the four (4) Telecommunications Rooms.
- Installation of a Berk-Tek 6-Strand MM Fiber to each of the four (4) Telecommunications Rooms to act as the data backbone. The fiber was terminated with SC connectors.
- Installation of a 100 Pair cable to each of the four (4) Telecommunications Rooms to act as the voice backbone.

2.4.3 Financial and References

- Current Clients:
 - Brightpoint, Inc., Ron Creviston, 317-707-2150
 - Hamilton Southeastern, Jay Denney, 317-594-4110
 - Oak Street Mortgage, June Marut, 317-805-3126
- Former Clients:
 - Shenandoah School Corporation, Dale Byrge, 765-354-2266
 - ADP, Susan Ireland, 317-843-7992
 - Wilhelm Construction, Jim Abner, 317-359-5411
- Our accounts are handled by the Operations Manager who makes sure that each our customer's needs are met within our organization. Whether by handling things himself or delegating it to someone better suited to meet their needs. Our accounts are our lively hood and therefore come first.
- Our Operations Manager would contact the person acting as the project manager for the OAG to setup meeting notifying him/her of the change. Further we would work closely with that new person making sure that they are brought up to speed on the project and that the needs of the OAG were continually meet.
- Our standard hourly rate is \$50.00 p/hr and our overtime rate is \$75.00 p/hr.
- Our total billings for last calendar year were \$993,464.46.
- Our main financial institution is Forum Credit Union. We also have a line of credit with Wells Fargo Bank in the amount \$35,000.00. Our main supplier for materials has extended to us up to \$75,000.00 for a project.
- Please see our attached letter of reference from our financial institution.

2.4.4 Additional Information

The following is a description of our Scope of Work

Structured Cabling

- Installation of five hundred (500) Belden 7852A Enhanced Category Six cables. Three hundred and thirty (330) of these cables are to be installed fixed wall offices and one hundred and seventy (170) to modular furniture locations.
- Installation of Erico 2" J-Hooks every four feet attached to the building structured per the TIA/EIA 568 Building Standard for structured cabling systems.
- Installation of one (1) Panduit IW 4-Port Sloped Faceplate at each fixed wall location and one (1) Panduit IW Blank for the one (1) unused port in each faceplate.
- Installation of one (1) Panduit IW Category Five jack at each fixed wall location to allow for the retermination of the existing voice cable.
- Installation of one (1) Panduit Black Category Five jack at each fixed wall location to allow for the retermination of the existing data cable.
- Installation of one (1) Panduit Red Category Six jack at each of the fixed wall and modular furniture locations for the termination of the new Belden Category Six cable.

Modular Furniture

- Installation of one (1) Panduit LD5 Right Angle Entrance Fitting at each of the one hundred and seventy (170) modular furniture locations. These will be used to make the transition from the furniture top cap to the vertical raceway being installed.
- Installation of 3' of Panduit IW LD5 Raceway extending down from the top cap of each of the one hundred and seventy (170) modular furniture locations.
- Installation one (1) Panduit IW 2-Port Surface Mount Box at each of the one hundred and seventy (170) modular furniture locations. These will be utilized to house the Panduit Category Six jack at each of these locations.
- All of the top caps will be modified to route the cable through at each entrance and exit point. To make this modification we will utilize a Greenlee Hydraulic Knock Out tool. The Greenlee corporation manufactures a variety dies for punching holes in metal. We will work with the OAG personnel to find an appropriate die or dies to meet this need. In reviewing this project we have determined that there are approximately four hundred and ten (410) points where this modification will be needed. Further we are prepared to install a grommeting material at each of these points to further protect the cable plant as it enter and exits the modular furniture.
- Installation of twenty-five (25) Steelcase Communication Poles where needed.

Telecommunications Rooms

- Installation of two (2) Chatsworth 6" Deep 19" Racks, one of these will be installed in IC CC and the other IC CD.
- Installation of three (3) sections of Chatsworth 12" Ladder Rack and the associated hardware involved for its support. One (1) section will be installed in each of the following IC's: CB, CC and CD.
- Installation of one (1) Panduit Ground Bar in each of the following IC's; CB, CC and CD.
- Installation of the appropriate of number STI EZ Patch Raceway sleeves. Each of these STI EZ path's serves as not only the sleeve but also contain the appropriate amount of firestopping material. Each STI EZ path can accommodate up to fifty (50) Category Six cables for the purpose of this quotation we are planning one (1) STI EZ Path per installed patch panel.
- Installation of the following quantities of Panduit 6" x 6" Front-Only Vertical Cable Managers:
 - Two (2) in IC CA

Technical Proposal

- Two (2) in IC CB
 - Two (2) in IC CC
 - Two (2) in IC CD
 - Two (2) in IC CE
 - Two (2) in IC CF
- Installation of the following quantities of Panduit 48-Port Mini-Com All Metal Shielded Patch Panels:
 - Two (2) in IC CA
 - Two (2) in IC CB
 - Two (2) in IC CC
 - Two (2) in IC CD
 - Two (2) in IC CE
 - Two (2) in IC CF
- Installation of the following quantities of Panduit NetManager 2U Horizontal Cable Managers:
 - Three (3) in IC CA
 - Three (3) in IC CB
 - Five (5) in IC CC
 - Six (6) in IC CD
 - Three (3) in IC CE
 - Three (3) in IC CF
- Installation of one (1) Panduit Red Category Six jack for each Belden Category Six cable that needs terminated.

Testing, Labeling and Documentation

- Installation of Panduit Cable Labels on all cables both during the installation process and at final completion.
- Each of the existing voice and data cables will be tested after their retermination with our OmniScanner to insure their operation.
- Each of the new Category Six cables will also be tested with our OmniScanner to insure their operation.
- The results of these tests will then be provided to the OAG in both electronic and paper format.
- An as-built will be provided that outlines where all of the Category Six cables were installed and their identifying cable number.

MBE/WBE Participation

- Our three (3) percent MBE participation is included in our final price listed below.
- Our four (4) percent WBE participation is included in our final price list below.

TOTAL PROJECT COST: \$129,438.40

Thank you again for the opportunity to provide you with this information. We look forward to this prospect of working with you on this project.

Sincerely,



Datacom Connect, INC.

Tim Burr, RCDD
Operations Manager



6830 Industry Place, Suite H, Indianapolis, IN 46219

Attorney General's Office (IGCS)

(page 1 of 1)

<u>Item</u>	<u>Scope of Work</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	Cat 6 Single Data 200' ang. Plenum (includes J-Hooks,	500	\$135.72	\$67,860.00
<u>2</u>	labeling & testing)			
<u>3</u>	Rerterminate existing Cat 3/5E cable (include testing	330	\$14.66	\$4,837.80
<u>4</u>	labeling & x-connects)			
<u>5</u>	Panduit 4-Port IW Sloped Faceplate	330	\$4.18	\$1,379.40
<u>6</u>	Panduit 2-Port IW Surface Mount Box	170	\$4.56	\$775.20
<u>7</u>	Panduit Red Category Six Jack	1000	\$13.93	\$13,930.00
<u>8</u>	Panduit IW CAT5 Jack and Black CAT5 Jack	660	\$4.18	\$2,758.80
<u>9</u>	Panduit IW Blanks	330	\$0.28	\$92.40
<u>10</u>	Panduit 7' Blue Cat 6 Patch Cord	375	\$8.15	\$3,056.25
<u>11</u>	Panduit 14' Blue CAT6 Patch Cord	250	\$10.05	\$2,512.50
<u>12</u>	Panduit 10' Blue CAT 6 Patch Cord	375	\$8.97	\$3,363.75
<u>13</u>	Panduit 48-Port Mini-Com All Metal Shielded Modular PP	15	\$127.66	\$1,914.90
<u>14</u>	Panduit 6" x 6" Front Only Vertical Cable Manager	13	\$183.62	\$2,387.06
<u>15</u>	Panduit NetManager 2U Horizontal Manager	23	\$58.22	\$1,339.06
<u>16</u>	Chatsworth 12" TELCO-Style Cable Runway	2	\$186.58	\$373.16
<u>17</u>	Chatsworth 12" Wall Angle Support	3	\$31.58	\$94.74
<u>18</u>	Panduit Equipment Rack Busbar 1/4" x 1" x 19"	6	\$68.24	\$409.44
<u>19</u>	STI EZ Path Single Raceway (Sleeve & Firestop in one unit)	14	\$158.25	\$2,215.50
<u>21</u>	Great Lakes 19" Pwr Strip w/6 Rear Outlets	3	\$70.98	\$212.94
<u>22</u>	J-bolt kits	6	\$5.00	\$30.00
<u>23</u>	Communications Poles (Steel Case)	25	\$433.24	\$10,831.00
<u>24</u>	Chatsworth 6" Deep Standard 19" Rack	2	\$315.60	\$631.20
<u>25</u>				
<u>26</u>	Panduit for furniture	170	\$31.64	\$5,378.80
<u>27</u>	Labor to Modify Cubes material	410	\$7.45	\$3,054.50
<u>Log#</u>			<i>Sub Tot</i>	\$129,438.40
<u>Date:</u>	March 9, 2006			



6830 Industry Place, Suite H, Indianapolis, IN 46219

Attorney General's Office (IGCS)

(page 1 of 1)

<u>Item</u>	<u>Scope of Work</u>	<u>Part Number</u>	<u>Quantity</u>
<u>1</u>	Cat 6 Single Data 200' ang. Plenum (includes J-Hooks,	Cable 7852A / J-Hooks CAT3224	500
<u>2</u>	labeling & testing)		
<u>3</u>	Rerterminate existing Cat 3/5E cable (include testing		330
<u>4</u>	labeling & x-connects)		
<u>5</u>	Panduit 4-Port IW Sloped Faceplate	CFPSE4IW	330
<u>6</u>	Panduit 2-Port IW Surface Mount Box	CBXJ2IW-A	170
<u>7</u>	Panduit Red Category Six Jack	CJ688TPRD	1000
<u>8</u>	Panduit IW CAT5 Jack and Black CAT5 Jack	CJ5E88TIW / CJ5E88TBL	660
<u>9</u>	Panduit IW Blanks	CMBIW-X	330
<u>10</u>	Panduit 7' Blue Cat 6 Patch Cord	UTPSP7BU	375
<u>11</u>	Panduit 14' Blue CAT6 Patch Cord	UTPSP14BU	250
<u>12</u>	Panduit 10' Blue CAT 6 Patch Cord	UTPSP10BU	375
<u>13</u>	Panduit 48-Port Mini-Com All Metal Shielded Modular PP	CP48BL	15
<u>14</u>	Panduit 6" x 6" Front Only Vertical Cable Manager	WMPVHCF45	13
<u>15</u>	Panduit NetManager 2U Horizontal Manager	NCMH2	23
<u>16</u>	Chatsworth 12" TELCO-Style Cable Runway	11252-712	2
<u>17</u>	Chatsworth 12" Wall Angle Support	11421-712	3
<u>18</u>	Panduit Equipment Rack Busbar 1/4" x 1" x 19"	TRGB191	6
<u>19</u>	STI EZ Path Single Raceway (Sleeve & Firestop in one unit)	EZDP33FWS	14
<u>21</u>	Great Lakes 19" Pwr Strip w/6 Rear Outlets	7219-SR	3
<u>22</u>	J-bolt kits		6
<u>23</u>	Communications Poles (Steel Case)		25
<u>24</u>	Chatsworth 6" Deep Standard 19" Rack	66353-503	2
<u>25</u>			
<u>26</u>	Panduit for furniture	Per Vendor Q & A-Question 14	170
<u>27</u>	Labor to Modify Cubes material	Utilizing Greenlee Die Tool	410
<u>Log#</u>			
<u>Date:</u>	March 9, 2006		



March 10, 2006

Datacom Connect
6830 Industry Pl, Suite H
Indianapolis, IN 46219

The above-mentioned company has the following banking history with FORUM Credit Union:

Checking Account

Opened August 6, 2001
Balance Current \$12,092.
Average YTD \$20,286.
Average 2005 \$38,719.
NSF Returns 0

Money Market Account

Opened July 29, 2002
Balance Current \$49,161.
Average YTD \$76,480.
Average 2005 \$65,484.
NSF Returns 0

Savings Account

Opened August 6, 2001
Balance Current \$0.
Average YTD \$4,457.
Average 2005 \$16,874.

A handwritten signature in cursive script, reading 'Cara Ritenour', is written over a horizontal line.

Cara Ritenour
Business Services
(317) 558-6377

TIM BURR

EXPERIENCE

1985-1989 T & U Electric Inc. Indianapolis, IN
Electrician

- Started out as an apprentice.
- Worked up to a Journeyman Level.
- Performed service calls
- Oversaw small remodels requiring electrical work.

1989-2001 Datacom-Link Inc. Indianapolis, IN
Director of Operations

- Started out as an apprentice.
- Operated a service vehicle, performing MAC (moves, adds and changes) and repairs to structured cable plants
- Performed installs for fiber optic, CAT5e and CAT6 cabling
- Performed all types of fiber optic and copper terminations
- Attended Siecor's Fiber Optic Training courses in April 1991.
- Became the Service Manager overseeing the department and eight (8) Service Technicians.
- Worked as a Project Manager overseeing projects up to \$500,000 in value.
- Became the Director of Operations, overseeing the Installation Department, Service Department, Network Services Department and Procurement.

2001-Present Datacom Connect, Inc. Indianapolis, IN
President, Operations Manager

- Oversee the operations of the company which includes but not limited to estimating, sales, purchasing, and implementation of projects.
- Achieved my RCDD (Registered Communications Distribution Designer) Designation in June of 2003.
- Responsible for growth of the company
- Responsible for the profitability of the company.

EDUCATION

1983-1986 Northwest High School Indianapolis, IN
■ Majored in English, Math and Electronics

INTERESTS

Cycling, hiking, disc golf and computers

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

An offeror is expected to submit in each response a Minority Business & Women's Enterprise Participation Plan in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the offeror must show that there are racial minorities and woman owned enterprises participating in the proposed contract. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier services) is acceptable. Respondents must indicate the name of the racial minority owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goal for this solicitation cannot be directed toward racial minority or woman owned enterprises, the respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds from all business are directed to racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

Failure to provide the Plan at the time of proposal submission may result in the disqualification and rejection of the offer. The Indiana Department of Administration reserves the right to verify all information included in the Minority and Women Business Enterprise Participation Plan before making final determination of the offeror's responsiveness and responsibility.

An offeror may submit an application for a program waiver if the indicated goal or no participation is met. The offeror should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to meet the goal in an acceptable time period. Should those efforts not produce the goal, the waiver application may be submitted with documentation of the good faith effort. The State reserves the right to accept, verify or deny any application for waiver from the contract goal.

By submission of the offer, the offeror thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority Business Enterprise Program. Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan and/or the application for relief from the goal should be directed to the Compliance Manager of the Minority and Women's Business Enterprise Development office at 317/233-6607

MBE / WBE PARTICIPATION PLAN

RFP # 6-02 DUE DATE 3/10/2006
 RFP NAME STRUCTURED Cabling System
 OFFEROR DATAcom Connect, Inc.
 ADDRESS 6830 Industry Place, Suite 14
 CITY/STATE/ZIP Indianapolis IN 46219
 PHONE () 317-291-4000

The following minority owned firms will be participating in the RFP according to the following schedule:

MBE/WBE	PHONE	CONTACT	TRADE	AMOUNT
WBE - Phelco Inc	317-898-0334	Tasha Phelps	Project Management	\$ 5,177.54
MBE - Top Quality Data	317-283-3282	Ivan Butler	Voiced DATA Conversion	\$ 5,000.00

Please indicate which firms are MBE and which are WBE

*If additional room is necessary, please attach a separate page

THIS DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL



Phelco, Inc
Business Solutions

P.O. Box 781233
Indianapolis, IN 46278
Phone: 317.898.0334
Digital Fax: 210.579.8445
www.phelco.com
MBE | WBE | DBE | 8(a) | SDB

March 8, 2006

Micah Jackson
DataCom Connect
6830 Industry Place
Suite H
Indianapolis, IN 46253

RE: Indiana RFP 6-02 Structured Cabling

Micah:

It is with great pleasure that we submit our intent to participate on your team for the Indiana State RFP 6-02 (Structured Cabling). After speaking with you at length about the intricacies of the project, I am excited about providing support for you and your team – meeting and likely exceeding the State of Indiana's 4% WBE participation goal.

Thus far, we anticipate assisting your team with Logistical Project Management support. With the hopeful expectation of our team winning the bid, we look forward to exploring possible additional opportunities to enhance the team.

I look forward to working with you.

Some additional information that is likely requested is below:

- IN Secretary of State Control #: 1997060318 (May 1997)
- Federal Tax ID #: 35-2006500

Sincerely,

Tasha Phelps
CEO
(tasha@phelco.com)

TOP QUALITY DATA, LLC

1802 DR. MARTIN LUTHER KING ST.
INDIANAPOLIS, IN. 46202
(317) 283-3282 FAX (317) 545-4472

Mr. Micah Jackson
DataCom Connect, Inc.
6830 Industry Place, Suite H
Indianapolis IN 46253

RE: Indiana RFP 6-02 Structured Cabling.

Mr. M. Jackson:

We at Top Quality Data, LLC are looking forward to partnering with you on the IN RFP 6-02 project, and thank you for the opportunity again.

We know that 100 hours at \$50.00/hour will exceed the MBE 3% goal, with the expectation to acquire more business as the project moves forward.

Thanks again for the opportunity.

Ivan G. Butler Sr.